

AMENDMENT EXHIBIT 2

THREE PARTY AGREEMENT

AGREEMENT dated as of November 9, 1997, among BRITISH TELECOMMUNICATIONS PLC, a public limited company incorporated under the laws of England and Wales ("BT"), MCI COMMUNICATIONS CORP., a Delaware corporation ("MCI"), and WORLDCOM, a Georgia corporation ("WorldCom").

WHEREAS, BT, MCI and Tadworth Corporation, a Delaware corporation and a wholly owned subsidiary of BT ("BT Merger Sub"), are parties to an Agreement and Plan of Merger, dated as of November 3, 1996 (as amended by the Amendment Agreement thereto dated as of February 14, 1997 and Amendment Agreement No. 2 thereto dated as of August 21, 1997, the "BT/MCI Merger Agreement") (capitalized terms used but not defined herein shall have the meanings set forth in the BT/MCI Merger Agreement), providing for the merger of MCI with and into BT Merger Sub;

WHEREAS, MCI, WorldCom and a wholly owned subsidiary of WorldCom ("WorldCom Merger Sub") propose to enter into an Agreement and Plan of Merger (the "WorldCom/MCI Merger Agreement") providing for the merger of MCI with and into WorldCom Merger Sub (the "WorldCom/MCI Merger"), upon the terms and subject to the conditions of the WorldCom/MCI Merger Agreement; and

WHEREAS, as of the date hereof BT owns the number of shares of Class A Common Stock, par value \$.10 per share, of MCI ("MCI Class A Common Stock") set forth on Schedule I attached hereto (the "Subject Shares").

NOW, THEREFORE, and in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties hereto agree as follows:

1. Representations and Warranties.

(a) Each party represents and warrants that such party has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by such party. This Agreement has been duly executed and delivered by such party and constitutes a valid and binding obligation of such party enforceable against such party in accordance with its terms, except as such enforceability may be limited by

bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally, by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) or by an implied covenant of good faith and fair dealing. The execution and delivery of this Agreement does not or will not, as the case may be, and the consummation of the transactions contemplated hereby will not, conflict with, or result in any violation of, or constitute a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, amendment, cancellation or acceleration of any obligation or the loss of a material benefit under, or the creation of a lien, pledge, security interest, charge or other encumbrance on any assets pursuant to: (A) any provision of the certificate of incorporation or by-laws of such party or any subsidiary of such party or (B) except as would not have a material adverse effect on such party, any loan or credit agreement, note, mortgage, bond, indenture, lease, benefit plan or other agreement, obligation, instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such party or any subsidiary of such party or their respective properties or assets. No consent, approval, order or authorization of, or registration, declaration or filing with, any supranational, national, state, municipal or local government, any instrumentality, subdivision, court, administrative agency or commission or other authority thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority, including the European Union, is required by or with respect to such party or any subsidiary of such party in connection with the execution and delivery of this Agreement by such party or the consummation by such party of the transactions contemplated hereby.

(b) BT hereby represents and warrants that BT (or a wholly owned subsidiary of BT) is the record and beneficial owner of, and has good and marketable title to, the Subject Shares.

2. Termination of BT/MCI Merger Agreement. BT and MCI hereby agree that the BT/MCI Merger Agreement shall be, and hereby is, terminated, effective immediately.

3. Fees. (a) The Alternative Transaction Fee of \$450,000,000 and BT's Expenses in an amount up to \$15,000,000 will be paid to BT promptly by WorldCom in immediately available funds by 5 p.m. on Wednesday, November 12.

(b) In the event WorldCom is required to make a payment to MCI pursuant to Section 7.3 of the WorldCom/MCI Merger Agreement (a "Section 7.3 Payment"), WorldCom shall pay to BT \$250,000,000 on the date WorldCom is required to make the Section 7.3 Payment.

4. Covenants of BT. Until the termination of this Agreement in accordance with Section 11, BT agrees as follows:

(a) BT hereby consents to, and at any meeting of stockholders of MCI called to vote thereon, BT agrees to vote (or cause to be voted) the Subject Shares (and each class thereof) in favor of, the WorldCom/MCI Merger, the adoption by MCI of the WorldCom/MCI Merger Agreement and the approval of the other transactions contemplated by the WorldCom/MCI Merger Agreement.

(b) At any meeting of stockholders of MCI or at any adjournment thereof or in any other circumstances upon which BT's vote, consent or other approval is sought, BT shall vote (or cause to be voted) the Subject Shares against (i) any merger agreement or merger (other than the WorldCom/MCI Merger Agreement and the WorldCom/MCI Merger), consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by MCI or any other MCI acquisition or (ii) any amendment of the MCI Certificate of Incorporation or Bylaws or other proposal or transaction involving MCI, or any of its subsidiaries, which amendment or other proposal or transactions would in any manner impede, frustrate, prevent or nullify the WorldCom/MCI Merger, the WorldCom/MCI Merger Agreement or any of the other transactions contemplated by the WorldCom/MCI Merger Agreement.

(c) BT shall not (i) transfer (which term shall include, without limitation, for the purposes of this Agreement, any sale, gift, pledge or other disposition), or consent to any transfer of, any or all of the Subject Shares or any interest therein, except pursuant to the WorldCom/MCI Merger, (ii) enter into any contract, option or other agreement, arrangement or understanding with respect to any or all of the Subject Shares or any interest therein, (iii) grant any proxy, power-of-attorney or other authorization in or with respect to the Subject Shares, except for this Agreement or (iv) deposit the Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to the Subject Shares; provided, however, that notwithstanding anything to the contrary in this Agreement, the record owner of the Subject Shares may be any wholly owned subsidiary of BT and BT shall cause any

such subsidiary to perform all the obligations of BT under this Agreement that require performance by the record owner of the Subject Shares.

(d) BT hereby waives any rights of appraisal, or rights to dissent from the WorldCom/MCI Merger, that it may have.

(e) During the term of this Agreement, BT shall not nor shall it authorize or permit any officer, director, partner, employee or agent or any investment banker, attorney or other advisor or representative of BT to, directly or indirectly, (i) solicit, initiate or encourage the submission of any Acquisition Proposal (other than with respect to the WorldCom/MCI Merger) or (ii) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may be reasonably be expected to lead to, any Acquisition Proposal (other than with respect to the WorldCom/MCI Merger).

(f) Until after the WorldCom/MCI Merger is consummated or the WorldCom/MCI Merger Agreement is terminated, BT shall use all reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the WorldCom/MCI Merger and the other transactions contemplated by the WorldCom/MCI Merger Agreement. Without limiting the generality of the foregoing, BT shall use all reasonable efforts to assist WorldCom and MCI in obtaining all requisite approvals under Council Regulations (EEC) No. 406/89 and the Communications Act of 1934, as amended; provided, however, that BT shall not be required to take any position that would be inconsistent with, or adversely affect, the interests of BT's other businesses.

5. Modifications to Concert Joint Venture Agreement and Investment Agreement.

(a) WorldCom, MCI and BT hereby agree that the Modified Joint Venture Agreement among BT, Moorgate (Twelve) Limited ("BTH"), MCI, MCI Ventures Corporation ("Ventures"; together with BTH, the "Shareholders") and Concert Communications Company ("Concert") (the "Joint Venture Agreement") and the related agreements entered into thereunder shall be appropriately modified, effective as of the consummation of the purchase of the joint venture

interest described in Section 5(b) hereof (the "Purchase Date") to reflect the provisions set forth on Exhibit A hereto. It is understood and agreed that the parties hereto may engage in discussions and negotiations with other parties about the matters covered by the Joint Venture Agreement and the related agreements (including reaching agreement with other parties with respect to distribution arrangements not inconsistent with Exhibit A to become effective immediately after the Purchase Date) prior to the Purchase Date with respect to possible arrangements to become effective subsequent to, and subject to the occurrence of, the Purchase Date.

(b) WorldCom, MCI and BT hereby agree that BT shall cause BTH to exercise the call option set forth in Clause 30.1 of the Joint Venture Agreement immediately following the occurrence of the Effective Time. The parties shall commence discussions following the date hereof and shall attempt in good faith to reach agreement as promptly as practicable as to the Relevant Price for purposes of the exercise of such call option.

(c) WorldCom and MCI hereby agree to waive the provisions of Section 9.12 of the Amended and Restated Investment Agreement, dated as of January 31, 1994 (the "Investment Agreement"), between BT and MCI and the provisions of Clause 18 of the Joint Venture Agreement to the extent necessary to permit BT to engage in discussions and negotiations with, and enter into agreement with, third parties for business combinations, commercial alliances or other business ventures which might otherwise be restricted by or result in any loss of rights pursuant to such provisions so long as the consummation of any such transaction is conditioned upon the consummation of the WorldCom/MCI Merger.

(d) BT and MCI hereby agrees that, upon the termination of the WorldCom/MCI Merger Agreement, Section 5.01 of the Investment Agreement shall automatically be amended, without any further action by either BT or MCI, to delete Section 5.01(a) and to reletter the remaining subsections and to delete the phrase "From and including the fourth anniversary of the Closing Date" at the beginning of the subsection that was Section 5.01(b) prior to such amendment and to capitalize the word "so" that will then be first word of such subsection.

(e) BT and WorldCom will undertake in good faith to negotiate a transition agreement in accordance with Exhibit B.

6. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other parties, except that any of the parties hereto may assign all of any of its rights and obligations hereunder to any affiliate of such party, provided that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

7. Litigation. WorldCom shall promptly withdraw its complaint in the matter entitled WorldCom, Inc. and TC Investments Corp. against MCI Communications Corporation et al. and BT shall promptly withdraw the answer to such complaint filed by it.

8. Merger Consideration. WorldCom and MCI shall not amend the WorldCom/MCI Merger Agreement to increase the consideration payable to holders of shares of common stock, par value \$.10 per share, of MCI unless the consideration to be paid in respect of the shares of MCI Class A Common Stock shall increased in such amendment by a like amount per share.

9. References to BT. WorldCom and MCI each hereby agree that any description of or reference to BT in any proxy materials, registration statements or other disclosure document to be filed with the Securities and Exchange Commission or to be sent to securityholders of either WorldCom or MCI shall be reasonably acceptable to BT and its counsel and that BT and its counsel shall be given an opportunity to review each such description or reference and to make suggestions with respect thereto a reasonable amount of time prior to the earlier of (i) the time such document is sent to stockholders and (ii) the time such document is filed with the Securities and Exchange Commission. BT shall not unreasonably withhold or delay its determination that such descriptions or references are reasonably acceptable.

10. Amendments to WorldCom/MCI Merger Agreement. WorldCom and MCI shall not amend the WorldCom/MCI Merger Agreement in a manner that adversely affects the interests of BT.

11. Termination. This Agreement shall terminate, and the provisions hereof shall be of no further force or

effect, upon the earliest to occur of (a) the Effective Time, (b) the termination of the WorldCom/MCI Merger Agreement pursuant to Section 7.1(a), 7.1(c) or 7.1(d) (but only with respect to the failure to obtain the Required Parent Vote) or (c) the later to occur of (x) September 30, 1998 or (y) termination of the WorldCom/MCI Merger Agreement pursuant to Section 7.1(b), 7.1(d) (but only with respect to failure to obtain the Required MCI Votes), 7.1(e) or 7.1(f). The provisions of Sections 3, 5, 6(b), 11 and 12 shall survive the termination of this Agreement.

12. General Provisions.

(a) Amendments. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

(b) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of personal delivery or, if delivered by telecopy or telefacsimile, upon confirmation of receipt, (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the tenth business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

a. if to BT, to

British Telecommunications plc
BT Centre
81 Newgate Street
Attention: Colin R. Green
Secretary and Chief Legal Advisor
Facsimile No.: 011-44-171-6135

with copies to

Shearman & Sterling
199 Bishopsgate
London EC2M 3TY
England
Attention: W. Jeffrey Lawrence
Facsimile No.: 011-44-171-920-9020

b. if to MCI, to

MCI Communications Corporation
1801 Pennsylvania Avenue, NW
Washington, D.C. 20006
Attention: Michael Salsbury, Esq.
Executive Vice President
and General Counsel
Facsimile No.: (202) 887-3353

with copies to

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, New York 10017
Attention: Philip T. Ruegger III, Esq.
Facsimile No.: (212) 455-2502

c. if to WorldCom, to

WorldCom, Inc.
10777 Sunset Office Drive
Suite 330
St. Louis, MO 63127
Attention: P. Bruce Borghardt, Esq.
General Counsel
Corporate Development
Facsimile No.: (314) 909-4101

with copies to

Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Attention: Allen Finkelson, Esq.
Robert A. Kindler, Esq.
Facsimile No.: (212) 474-3700

(c) Interpretation. When a reference is made in this Agreement to a Section or Schedule, such reference shall be to a Section of or Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

(d) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more of the counterparts have been signed by each of the parties and delivered to the other parties.

(e) Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (i) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (ii) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(f) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

13. Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States located in the State of Delaware or in a Delaware state court, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (i) consents to submit itself to the personal jurisdiction of any court of the United States located in the State of Delaware or any Delaware state court in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that such party will not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than a court of the United States located in the State of Delaware or a Delaware state court and (iv) waives any right to trial by jury with respect to any claim or proceeding related to or arising out of this Agreement or any of the transactions contemplated hereby.

14. Public Announcements. BT, WorldCom and MCI shall use all reasonable efforts to develop a joint

communications plan and each party shall use all reasonable efforts (i) to ensure that all press releases and other public statements with respect to the transactions contemplated hereby shall be consistent with such joint communications plan, and (ii) unless otherwise required by applicable law or by obligations pursuant to any listing agreement with or rules of any securities exchange, to consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement or the transactions contemplated hereby.

15. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

BRITISH TELECOMMUNICATIONS
public limited company

by /s/Colin Green
Name: Colin Green
Title: Secretary and Chief
Legal Adviser

MCI COMMUNICATIONS CORPORATION

by /s/Bert C. Roberts, Jr.
Name: Bert C. Roberts, Jr.
Title: Chairman

WORLDCOM, INC.

by /s/Bernard J. Ebbers
Name: Bernard J. Ebbers
Title: President and Chief
Executive Officer

SCHEDULE I

	<u>Number of Shares</u>
MCI Class A Common Stock	135,998,932

Exhibit A

- The exclusive distribution rights set forth in the Joint Venture Agreement and the Distribution Agreements shall be terminated.
- Concert shall continue to provide services to MCI on a nonexclusive basis to customers based in the United States for a period of five years from the Purchase Date in accordance with the terms of the MCI Distribution Agreement. This is intended to enable MCI to continue to provide services to existing customers under the terms of its contractual obligations and to enter into new contractual obligations with new customers and existing customers provided that the term of such obligations does not extend beyond the fifth anniversary of the Purchase Date.

Concept:

BT and WorldCom will undertake in good faith to negotiate a transition agreement. The intent is for there to be an agreement that would go into effect upon the consummation of the purchase by BT of MCI's joint venture interest in Concert pursuant to BT's call option.

Purpose:

- To provide for a professional exit from the existing Concert arrangements while satisfying the requirements of BT's and MCI's customers before and during the exit.
- To agree the requirements (financial, operational, technical) of making Concert more self standing and better able to support customer and distributor requirements
- To give BT and customers comfort that during the pendency of the merger and the post merger period underlying components and services necessary to provide Concert service which are sourced from MCI are available on commercially reasonable terms despite the change in circumstances.

Structure:

A three-step process to achieve the purpose is contemplated under which the parties would in good faith review and consider:

- What assets currently used by MCI in servicing certain obligations to Concert should be sold to Concert.
- What assets which are used to support MCI's non-Concert operations might be either duplicated or equitably shared.
- What certain MCI/BT relationships might also be modified, e.g. Card.
- How MCI's role as a master distributor should be amended so as to allow Concert to be in direct privity with MCI's subdistributors.
- How service contracts with MCI which do not contain service levels should be recast so that

both Concert and MCI could be more certain as to their respective rights and obligations.

MCI/WorldCom will be reimbursed on an after-tax basis for all costs incurred and assets transferred in connection with the foregoing. Notwithstanding anything to the contrary herein, MCI/WorldCom shall not be required to take any action that could reasonably be expected to materially adversely affect its business, customer relationships or the benefits anticipated to result from the merger.

Timing:

- Negotiations to be completed in 180 days post execution of the Agreement
- The agreements would not take effect until the consummation of the purchase by BT of MCI's joint venture interest in Concert pursuant to BT's call option.
- If the Agreement is not executed in 180 days despite the parties' good faith efforts, (i) the nonexclusive distributorship referred to in Exhibit A shall have a term of two (rather than five) years and (ii) the transition arrangements in the Services Agreement will be extended from 12 to 18 months for Concert.

AMENDMENT EXHIBIT 3

AMENDMENTS TO SECTION 214 APPLICATION (A)

AMENDMENTS TO DBS APPLICATION (B)

AMENDMENTS TO FORM 704 SIGNATURE PAGES AND EXHIBITS (C)

AMENDMENTS TO FORM 703 SIGNATURE PAGES (D)

AMENDMENTS TO FORM 702 SIGNATURE PAGES (E)

Volume III, Section I.A
Section 214/Cable Landing Licenses
Step II Application

**STEP II TRANSFER OF CONTROL OF APPLICATIONS OF
SECTION 214 CERTIFICATES AND AUTHORIZATIONS AND SUBMARINE CABLE
LANDING LICENSES**

* WorldCom, Inc. ("WorldCom" or "Transferee") and ~~the Shareholders~~ of MCI Communications Corporation (collectively, the "Applicants"), hereby request approval from the Commission, pursuant to Section 214 of the Communications Act of 1934 ("the Act"), 47 U.S.C. § 214, and Section 63.18 of the Commission's Rules, 47 C.F.R. § 63.18, for the Transferee to assume control of the international Section 214 certificates and authorizations held by MCI Communications Corporation ("MCI") and its subsidiaries (collectively, "Licensee"). The Applicants additionally request authority, pursuant to Section 214; An Act Relating to the Landing and Operation of Submarine Cables in the United States, 47 U.S.C. §§ 34-39; and Section 1.767 of the Commission's Rules, 47 C.F.R. §§ 1.767, for the Transferee to assume control of the submarine cable landing licenses held by Licensee.

* ~~As described in Volume I, Section I of this consolidated filing, this transfer of control application is Step II of a two-step transaction involving an exchange offer by WorldCom for the issued and outstanding shares of MCI. Step I involves the transfer of MCI shares to an independent trustee, Howard A. White, pursuant to a Voting Trust Agreement, a copy of which is set forth in Volume I, Section IV.A of this consolidated filing. (See Volume II, Section I.A for the Section 214 Step I Application, seeking Commission approval to transfer the MCI shares to the Trustee pending Commission approval of the transfer of control of the Licensee's Section 214 and cable landing licenses and authorizations to Transferee). Step II involves the transfer of the MCI shares by the~~

* See Amendment to Application of WorldCom, Inc. For Transfer of Control of MCI Communications Corporation, dated November 21, 1997.

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~~Trustee to WorldCom. A detailed description of the transaction is contained in Volume I, Section I of this consolidated filing.~~ A demonstration that the proposed transaction is in the public interest is contained in Volume I, Section III of this consolidated filing.

I. INFORMATION REQUIRED BY SECTION 63.18

Pursuant to Section 63.18(e)(5) of the Commission's Rules, 47 C.F.R. § 63.18(e)(5), the Applicants submit the following information:

- (a) The names, addresses, and telephone numbers of Applicants are:

Transferee: WorldCom, Inc.
515 East Amite Street
Jackson, Mississippi 39201-2702
(601) 360-8600

*	Transferor:	Shareholders of Howard A. White, Trustee 623-B Heritage Hills Somers, NY 10589 (914) 277-8705	MCI Communications Corporation 1801 Pennsylvania Ave., N.W. Washington, D.C. 20006-3606 (202) 872-1600
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- (b) WorldCom, Inc. is a corporation organized and existing under the laws of the State of Georgia.

MCI is a corporation organized and existing under the laws of the State of Delaware.

* See Amendment to Application of WorldCom, Inc. For Transfer of Control of MCI Communications Corporation, dated November 21, 1997.

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(c) Correspondence concerning this Application should be addressed to:

For the Transferee:

Andrew D. Lipman
Jean L. Kiddoo
Swidler & Berlin, Chartered
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116
(202) 424-7500

with a copy to:

Catherine R. Sloan
WorldCom, Inc.
1120 Connecticut Avenue, N.W.
Suite 400
Washington, D.C. 20036-3902
(202) 776-1550

For the Transferor:

*	Howard A. White, Trustee 623-B Heritage Hill Somers, NY 8705 (914) 277-8705	Larry A. Blosser MCI Communications Corporation 1801 Pennsylvania Ave., N.W. Washington, D.C. 20006-3606 (202) 872-1600
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* ~~with a copy to:~~

~~Howard J. Aibel, Esq.~~
~~LeBocuf, Lamb, Greene & MacRae, L.L.P.~~
~~125 W. 55th Street~~
~~New York, NY 10019-5389~~
~~(212) 424-8000~~

(d) Licensee currently is authorized to own and operate submarine cable facilities and satellite circuits, and to provide international basic switched, private line, data, television and business services pursuant to the Section 214 certificates and authorizations that are a matter of record with the Commission. A list of these

* See Amendment to Application of WorldCom, Inc. For Transfer of Control of MCI Communications Corporation, dated November 21, 1997.

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authorizations is attached as Exhibit I to this Application. ~~Due to the nature of the transaction, the Applicants have limited access to the records of Licensee. Therefore, the information provided in Exhibit I is complete as far as the Applicants have been able to determine based on the records from the FCC's public files. If Licensee has other applications pending or holds other licenses or authorizations issued by the Commission that are not listed in Exhibit I, the Applicants respectfully request that Commission approval of the proposed transfer described herein include those other applications, licenses and authorizations.~~

Transferee, either directly or indirectly through certain of its subsidiaries, holds Section 214 authorizations and cable landing licenses authorizing it to provide a full range of facilities-based and resold telecommunications services around the globe. A full list of these authorizations will be provided to the Commission upon request.

- (h) Information concerning the Transferee's and its operating subsidiaries' respective interlocking directorates, ownership, and affiliation with foreign carriers was submitted with previously filed applications for Section 214 authorizations and subsequent notifications and reports submitted by the Transferee and its operating subsidiaries, and is, therefore, already a matter of record at the Commission. To the extent changes are made subsequent to closing which necessitate the reporting of additional interlocking directorates, the Transferee will file updated reports with the Commission.

The names, addresses, citizenship, and principal business of the direct and indirect shareholders holding 10% or more of Licensee and the Transferee are listed in Volume III, Section I.K of this consolidated filing.

- (i) The Transferee hereby certifies that it has not agreed to accept special concessions directly or indirectly from any foreign carrier or administration with respect to traffic or revenue flows between the US and any foreign country which the Transferee may serve under the authority granted under this part and will not enter into such agreements in the future.
- (j) The Transferee hereby certifies, in accordance with Sections 1.2001-1.2003 of the Commission's Rules, 47 C.F.R. §§ 1.2001-1.2003, that neither WorldCom, nor any party to this Application is subject to a denial of Federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988. *See* 21 U.S.C. § 853a.

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See Amendment to Application of WorldCom, Inc. For Transfer of Control of MCI Communications Corporation, dated November 21, 1997.

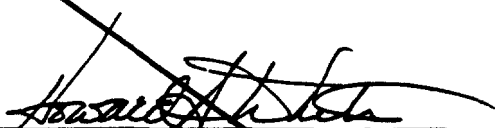
Volume III, Section I.A
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II. CONCLUSION

The Applicants respectfully request that the Commission approve this Application to transfer control of MCI's Section 214 and cable landing licenses authorizations to the Transferee .

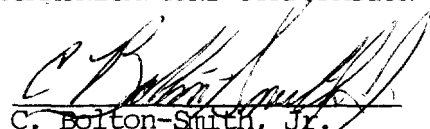
**~~SHAREHOLDERS OF MCI
COMMUNICATIONS CORPORATION~~**

By:


Howard A. White, Trustee
623-B Heritage Hills
Somers, New York 10589
(914) 277-8705

* MCI COMMUNICATIONS CORPORATION

By:


C. Bolton-Smith, Jr.
Vice President & Secretary

MCI Communications Corporation
1801 Pennsylvania Ave., N.W.
Washington, D.C. 20006-3606
(202) 872-1600

Dated: October 1, 1997

* As Amended November 21, 1997

WORLDCOM, INC.

By:


Scott D. Sullivan
Secretary, Chief Financial Officer

WorldCom, Inc.
515 East Amite Street
Jackson, MS 39201-2702
(601) 360-8600

Counsel for Transferee:

Andrew D. Lipman
Jean L. Kiddoo
Helen E. Disenhaus

SWIDLER & BERLIN, CHTD
3000 K Street, N.W., Ste. 300
Washington, D.C. 20007
(202) 424-7500

